

AMENDMENT NO ____
Superseding Certain Compensation,
Interconnection and Trunking Provisions

TO INTERCONNECTION AGREEMENT

BY AND BETWEEN

AMERITECH WISCONSIN

AND

ICG TELECOM GROUP, INC.

The parties, Ameritech Wisconsin ("Ameritech") and ICG Telecom Group, Inc. ("ICG"), in order to amend, modify and supersede any affected provisions of the Wisconsin Interconnection Agreement of _____, 2002 ("Agreement"), hereby execute this Amendment.

1. The parties agree that this Amendment to the Agreement is applicable to this and any future Interconnection Agreement between the parties in this state through May 31, 2003, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current or future Interconnection Agreements through May 31, 2003, will be governed by the provisions of this Amendment.

2. During the period June 1, 2000 through May 31, 2003, neither of the Parties will seek directly or indirectly to obtain alternate terms and conditions to those stated herein. ICG hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment. This waiver includes, but is not limited to any sale of ICG's assets, in which case ICG shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein. During the period June 1, 2000 through May 31, 2003, and except as stated in 3.1(b), the Parties waive any rights they may have under the Intervening/Change of Law provisions with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment.

3. In order to qualify for receipt of the reciprocal compensation rates provided in this Amendment, ICG must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 3.1 through 3.4.

3.1 ICG will exert commercially reasonable efforts in each Ameritech state to establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG).

(a) In California and Wisconsin, the Parties agree that this section is satisfied if a physical POI is established within 15 miles, plus or minus five percent, of the Vertical and Horizontal coordinate of each Ameritech rate center where ICG has established a working telephone number local to that rate center.

(b) The Parties agree that the Waiver of Change of Law/Intervening Law rights does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Amendment.

(c) To the extent permitted by law or by the underlying Interconnection Agreement, ICG may establish a physical POI by obtaining dedicated services or facilities from Ameritech or from a third party, or by provisioning such services or facilities for itself.

(d) The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in subsection (c) above are provided by Ameritech, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable Interconnection Agreement, regardless of the time limits contained therein.

3.1.1 Compliance with the provisions of Section 3.1 shall be on a local calling area by local calling area basis. This means that ICG's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Section 3.1.

3.2 During the first six months of an interconnection, ICG may order, and Ameritech will provide, sufficient dedicated services or facilities as referenced in Section 3.1 to the nearest existing ICG POI in the LATA. Ameritech will choose the most efficient facility route to deliver these dedicated services or facilities to the ICG POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing Interconnection Agreement. Trunking services or facilities will be established prior to exchanging live traffic.

3.2.1 At the end of the six month transition period, if ICG has not established a physical POI through its own or a third parties' facilities, Ameritech shall thereafter be entitled to bill for its dedicated interconnection facilities used in the carriage of such traffic from the rate center where the calling party physically resides to the POI designated in section 3.2, or as otherwise mutually agreed.

3.3 ICG agrees to abide by Ameritech's trunk engineering/administration guidelines as stated in the Interconnection Agreement.

3.3.1 When interconnecting at Ameritech's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 (“SS7”) signaling or MF protocol where required.

3.3.3 The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The parties agree the existing architecture may remain in place and be augmented for growth as needed. The parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Mid-Span Fiber Meet architecture as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. Ameritech agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

3.4 ICG will exert reasonable commercial efforts to achieve and maintain a network architecture within a tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.

3.5 ICG will have six (6) months from the effective date of this Amendment to achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 for existing interconnections. During this period, ICG will not be subject to the charges for the facilities described in Section 3.2.

3.6 For new interconnections, ICG will achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 no later than six (6) months after the parties first exchange traffic for each new interconnection arrangement. During this period, ICG will not be subject to the charges for the facilities described in Section 3.2.

3.7 Under any circumstances, ICG will not be penalized for non-compliance with the POI and DEOT criteria during the six (6) month transition periods, or any time thereafter, if such non-compliance results from Ameritech’s failure to perform required network administration activities (including provisioning, activation, and translations).

3.7.1 Establishing a New POI in an Existing Local Calling Area. ICG will notify Ameritech of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month period by letter to the Ameritech Account Manager for ICG. This 90 day notice is intended to give both parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

3.7.2 Establishing a POI in a New Local Calling Area. ICG will notify its Ameritech Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of Ameritech's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

4.0 Compensable Traffic:

4.1 Compensable traffic includes local and transited traffic, intraLATA toll and optional EAS traffic (where applicable) as well as traffic that originates on the network of one party and terminates to an Internet Service Provider on the other party's network.

4.2 If ICG designates different rating and routing points such that traffic that originates in one rate center is carried by Ameritech to a routing point designated by ICG in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

4.3 InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

4.4 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.5 Compensation for Ameritech-transited MOU will be governed by the interconnection agreement.

4.6 Ameritech and ICG agree to disagree on the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this Amendment, and reserve the right to raise the matter under the Dispute Resolution provisions in this or any future Interconnection Agreements between the parties through May 31, 2003. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under sec. 252, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

5.0 Total Compensable Local Traffic (TCLT)

5.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine Total Compensable Local Traffic and the balance of traffic between the Parties.

5.2 IntraLATA toll and transited MOU will be excluded from these calculations.

5.2.1 Subject to applicable confidentiality guidelines, Ameritech and ICG will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.

5.2.2 Ameritech and ICG agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.2.3 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

5.3 The compensation structure and rates set forth in this Amendment shall apply symmetrically for traffic terminated on either party's network.

6.0 Treatment of In-Balance traffic:

6.1 TCLT volume below a terminating/originating ratio of 3:1 will be compensated at a blended rate consisting of the applicable State-approved TELRIC rates for End Office Local Switching (70% weighting) and Tandem Transport (30% weighting).

6.2 The applicable rates for each state are specified in the Attachment to this Amendment.

7.0 Treatment of ISP/Out-of-Balance traffic:

7.1 TCLT volume exceeding a terminating/originating ratio of 3:1 is considered ISP/Out of Balance traffic. ISP/Out of Balance traffic shall be compensated at an initial starting rate, and then transitioned to the State-approved tandem switching-only rate per minute of use.

7.2 The applicable rates in each state for each year of the Agreement are specified in the Attachment to this Amendment.

8.0 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to Reciprocal Compensation obligations. By entering into this Amendment, neither party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that Ameritech's payments to ICG under the Amendment shall not be construed as agreement by Ameritech that calls to ISPs constitute local traffic subject to reciprocal compensation obligations.

9.0 This Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. By entering into this Amendment, Ameritech neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

10.0 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

11.0 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

12.0 The terms contained in this Amendment and its Attachment, which are incorporated into this Amendment by this reference, constitute the entire Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.

13.0 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

ICG Telecom Group, Inc.

**Ameritech Wisconsin by SBC
Telecommunications, Inc., its authorized
agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____